

Exhibit 1

----- Original Message -----

Subject:RE: PDIC v. Microsoft - Pursuant to FRE 408

Date:Thu, 18 Apr 2013 02:38:45 +0000

From:Lujin, Pat (SHB) <PLUJIN@shb.com>

To:'Sean O'Kelly' <sokelly@oebwlegal.com>

CC:Camacho, Jesse J. (SHB) <JCAMACHO@shb.com>, Lujin, Pat (SHB) <PLUJIN@shb.com>

Sean:

Thank you for following up. The other term we discussed by phone was complete patent peace with PDIC, including a covenant not to assert that any Microsoft technology meets any element of any patent claims. In addition to covering Microsoft, any settlement agreement must include a license/release/covenant not to sue anyone based on Microsoft technology (users, OEMs, customers, etc.). In other words, if we settle, Microsoft doesn't ever want to hear from PDIC again, either directly or indirectly (e.g., through an indemnification claim from one of our customers).

Subject to the terms described above and in your email, Microsoft is willing to settle this case for \$250,000.

Thanks, Pat